

**VILLAGE OF BARRINGTON
BARRINGTON, ILLINOIS 60010**

**Request for Proposals
Snow Removal and Ice Control Service**

Chippendale Subdivision

**For the following Winter Seasons:
November 1, 2020 through April 30, 2021;
November 1, 2021 through April 30, 2022; and
November 1, 2022 through April 30, 2023**

The Barrington Public Works Department Administers This Contract

**VILLAGE OF BARRINGTON
DEPARTMENT OF PUBLIC WORKS
300 N. RAYMOND AVENUE
BARRINGTON, IL 60010**

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Chippendale Subdivision

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**VILLAGE OF BARRINGTON
SNOW REMOVAL AND ICE CONTROL SERVICE –
CHIPPENDALE SUBDIVISION**

REQUEST FOR PROPOSALS

Sealed envelopes or packages containing proposals shall be marked or endorsed “Chippendale Subdivision Snow Removal and Ice Control” and addressed to Jeremie Lukowicz, 300 North Raymond Avenue, Barrington, Illinois 60010-4399. No Proposal shall be considered unless it is made on the Proposal Form furnished with the contract documents unless otherwise specified. All proposals will be publicly opened at that time and read aloud on Thursday, March 26, 2020 at 10:00 A.M. local time.

Proposed Work for the respective Winter season of 2020/2021, with two (2) respective extensions for the Winter seasons of 2021/2022, and 2022/2023: Snow Removal and Ice Control Service – Barrington Chippendale Subdivision. The term “Winter season” shall mean and refer to the period of November 1 of one year through April 30 of the following year.

Contractor shall provide complete snow removal and ice control, including salting operations **utilizing a salt mixture provided by the Village of Barrington**, of the six (6) streets, eighteen (18) dead ends, two (2) public sidewalks as shown on Exhibit A, including the alternate pricing for the 105 private driveways.

Contractor’s proposal shall include as a separate item the cost of removal of excessive snow to another location, should the snow within the Chippendale Subdivision reach an undesirable level as determined by the Village, which cost shall be provided on an hourly basis for labor and each piece of equipment listed in the Contractor’s proposal, including the cost of the equipment operator.

All Contract Documents are on file at the Barrington Public Works Department, 300 North Raymond Avenue, Barrington, Illinois and are available by contacting 847-304-3365. Should the Contractor want to evaluate/visit the site and/or has questions relative to the Proposal Documents, **there will be a mandatory pre-proposal meeting on March 10, 2020 at 10:00 A.M. at the Public Works Department, 300 North Raymond Avenue, Barrington Illinois.** Please contact Pam Payton at 847-304-3367 if you plan on attending this meeting.

A bid bond, certified check, or bank cashier’s check issued on a solvent bank, payable to the Village of Barrington, in an amount of not less than ten percent (10%) of the amount of the proposal shall be submitted with each proposal.

No proposal shall be withdrawn or cancelled after opening of proposals without the consent of the Village of Barrington for a period of one hundred twenty (120) days after the opening of proposals. The Village of Barrington reserves the right to award to any bidder based on negotiations with any and all bidders after receipt of proposals. The Village of Barrington reserves the right to reject any or all proposals and to waive any informality and to accept the proposal deemed most advantageous to

it, all in accordance with the Proposal and Contract Documents (hereinafter, the “Contract Documents”).

The Village encourages minority business firms to submit bids on the Project and successful contract bidders are encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

It is the intent of the Village to make contract award(s) to the lowest responsible bidder whose bid(s) properly address and comply with the Request for Proposals and is most advantageous to the Village, price and other factors considered.

It should be noted that at the present time, the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et seq.) is **not** applicable to these contracts.

The Village reserves the right to reject any proposal for failure to comply with all requirements of this Notice or any of the Contract Documents; however, the Village may waive any minor defects or informalities at its discretion. The Village shall accept, in writing, one of the proposals or reject all of the proposals, within forty-five (45) days from the opening of proposals or such longer time as stated in the proposal documents or such time as agreed to by the Village and one or more proposed contractor(s). The Village further reserves the right to award a Contract which, in its judgment, is in the best interest of the Village.

Dated in the Village of Barrington, Illinois, this ____ day of February, 2020.

Tony Ciganek
Village Clerk

PUBLISHED: _____, 2020

**VILLAGE OF BARRINGTON
SNOW REMOVAL AND ICE CONTROL SERVICE
CHIPPENDALE SUBDIVISION
REQUEST FOR PROPOSALS**

GENERAL INSTRUCTIONS

These General Instructions may be modified by the enclosed detailed specifications prepared by the Village of Barrington (hereinafter referred to as the "Owner").

1. Forms

Proposal forms are furnished by the Owner. All Proposals must be submitted on the furnished forms and must be complete for consideration as an acceptable proposal. Proposal forms should be properly signed and submitted in a sealed envelope provided by the Contractor. All Proposals must be delivered in accordance with the legal advertisement.

2. Pricing

- A. Proposal may offer only one price on each item; however, the Proposal may separately provide an alternative price if the Contractor has a substitute item. All prices and notations must be written in ink or typewritten. Corrections must be initialed in ink by the person signing the Proposal. The Proposal must be signed by an individual authorized by the Contractor.
- B. Proposal prices, unless otherwise specified, must be net and include transportation and handling charges fully prepaid by the contractor F.O.B. to the Village of Barrington.
- C. Sales tax (Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax) does not apply to materials or services purchased by the Village of Barrington.

3. Time for Receiving Proposal

Proposals received prior to the time of opening shall be securely kept by the Owner. The Owner shall not be responsible for the premature or non-opening of a Proposal if not properly addressed and identified, except as otherwise provided by law.

4. Questions Regarding Specifications

Any questions regarding the specifications shall be e-mailed to Ralph Kuhlman, Street Division Supervisor, Village of Barrington, 300 North Raymond Avenue, Barrington, Illinois 60010, and received no less than forty-eight (48) hours before the date of the opening of Proposals.

5. Withdrawal of Proposal

A written request for the withdrawal of a Proposal or any part thereof shall be granted if the request is received by the Owner prior to the specified time of opening. After the Proposal opening, the Contractor cannot withdraw or cancel his Proposal for a period of one hundred twenty (120) calendar days or such longer time as stated in the Contract Documents.

6. It shall be the responsibility of the Contractor to inspect the premises where the work is to be performed prior to submitting the Proposal. Location Map – Exhibit A is included as part of the Contract Documents.

- 7 All Contractors are required to carry all insurance as specified in the General Conditions of these Contract Documents.
- 8 All Proposals shall be required to include a list of all of the Contractor's available equipment. (Include year, make, model, plow or bucket size.)
9. Proposals shall be accepted only on the forms contained in these Contract Documents.
10. Any exceptions to the specifications contained in the Contract Documents must be noted and submitted as part of the Contractor's Proposal.
11. The Contractor's proposal must be submitted in a sealed envelope, marked "Chippendale Subdivision Snow Removal and Ice Control", and addressed to Jeremie Lukowicz, Director of Public Works, 300 North Raymond Avenue, Barrington, Illinois 60010, prior to 10:00 A.M. on March 26, 2020.

12. Award or Rejection of Proposals

Except as otherwise provided by law, the President and Board of Trustees reserve the right to reject any or all Proposals and to waive any informality in Proposals received. The Owner shall accept, in writing, one of the Proposals or reject all Proposals, within one hundred twenty (120) days from the opening of Proposals or such longer time as stated in the Contract Documents or such time to which the Owner and Contractor agree.

13. The Contractor should be aware that the basis for the award of the contract is not necessarily the "lowest price". The Contract shall be awarded based upon a combination of price, service, experience, ability to perform, and the extent of the proposed Chippendale Subdivision Snow Removal and Ice Control Contract.

14. Bonds

A bid bond, certified check, or bank cashier's check issued on a solvent bank, payable to the Village of Barrington, in an amount of not less than ten percent (10%) of the amount of the proposal shall be submitted with each proposal. As soon as the Proposal prices have been compared, the Village shall return the Bonds of all except the three lowest responsible Contractors. When the agreement is executed, all Bonds shall be returned.

Attorneys-in-fact who sign Bid Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

In case of failure of the Contractor to execute the Agreement, the Village may, at their option, consider the Contractor in default, in which case the Bid Bond accompanying the Proposal shall become the property of the Village of Barrington.

**VILLAGE OF BARRINGTON
SNOW REMOVAL AND ICE CONTROL SERVICE
CHIPPENDALE SUBDIVISION
REQUEST FOR PROPOSALS**

GENERAL CONDITIONS

The following General Conditions shall apply to and become part of the Awarded Contract, and the Agreement as a Contract Document, except as modified by the Specifications and Special Conditions which are attached.

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting for the prices for the work to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a Bid or Proposal for the work.
- 1.5 BONDS - Bid, Performance, Payment Bonds, and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONTRACT AND CONTRACT DOCUMENTS (also referred to as the "Agreement") - The Contract, including but not limited to, Contractor's Proposal, Request for Proposals, General Instructions, General Conditions, Contractor's Certification of Eligibility to Bid, Affidavit of Delinquent Taxes, Specifications and Special Conditions, Proposal Form—Part I, Proposal Form—Part II: Schedule of Costs for Additional Snow Removal and Ice Control Equipment, Chippendale Subdivision Snow Removal and Ice Control Agreement, Contractor's Drug-Free Workplace Certification, Contractor's Sexual Harassment Certificate, Faithful Performance and Payment Bond, Bid Bond, Notice of Award, Notice to Proceed, and Location Map – Exhibit A.
- 1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME - The number of calendar days or the date stated in the Contract Documents for the completion of the work.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the Owner has executed the Agreement.

- 1.11 DEFECTIVE - An adjective which when modifying the word “Work” refers to work and/or product(s) or materials(s) that are unsatisfactory, faulty, or deficient, or do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner’s recommendation of final payment (unless responsibility for the protection hereof has been assumed by the Owner at Substantial Completion.)
- 1.12 DRAWINGS (PLANS) - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Owner.
- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner to the Contractor during the Work.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.15 NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor as authorization to proceed with the Work and establishment of the date of commencement of the Work.
- 1.16 OWNER – The Village of Barrington, a municipal corporation (also referred to as “the Village”) for whom the Work is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the Project site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustration, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier, or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date as certified by the Owner when the Work or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.23 SPECIAL PROVISIONS - The part of the Contract Documents which amends or supplements these General Conditions.
- 1.24 SUPPLIER - Any person or organization who supplied materials or equipment for the work, including that fabricated to a special design.
- 1.25 VILLAGE - The Village of Barrington (hereinafter referred to as the “Owner” or as “the Village”).
- 1.26 WORK - All labor necessary to produce the Work required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.27 WRITTEN NOTICE – Any and all notices required by the Contract shall be in writing.

2. CONTRACT DOCUMENTS

- 2.1 The Contractor's Proposal and the Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- 2.2 In the event of a conflict between the applicable General Conditions included in these Contract Documents, and the Specifications and Special Conditions also in the Contract Document, the Specifications and Special Conditions shall govern and the Contractor shall abide by their requirements.
- 2.3 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.
- 2.4 In case of conflict between the Drawings and Specifications, the Specifications shall govern, Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 2.5 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies, or ambiguities without written clarification or interpretation from the Owner shall be done at the Contractor's risk.

3. LABOR, MATERIALS, SERVICES, AND EQUIPMENT

- 3.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work (also referred to as the "Project") in accordance with the terms and conditions of the Contract Documents within the specified time.
- 3.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 3.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.
- 3.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Owner.
- 3.5 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

- 3.6 All materials and equipment shall be of good quality, except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- 3.7 All Work performed by the Contractor shall be done in conformance with the specifications of the Contract Documents unless the Contractor and an authorized agent of the Village otherwise agree in writing. Any Work or material that is not found to meet specifications of the Contract Documents shall be immediately redone or replaced at the Contractor's expense.
- 3.8 The Village retains the right to hire another independent contractor to fulfill any obligations of the Contract Documents which the Village deems not completed or not adequately performed by the Contractor to the reasonable satisfaction of the Village.

4. INSPECTION AND TESTING

- 4.1 All materials and equipment used in the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 4.2 The Owner shall provide all inspection and testing services not required by the Contract Documents. The Contractor shall give the Owner timely notice of readiness of the work for all required inspections, tests, or approvals.
- 4.3 The Contractor shall provide for the expense of the testing and inspection services required by the Contract Documents.
- 4.4 All inspections, tests, or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner and the Contractor.
- 4.5 If the laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Owner the required certificated of inspections, testing, or approval.
- 4.6 Inspections, tests, or approvals by the Owner or others shall not relieve the Contractor from obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 4.7 The Owner's representatives shall, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection, testing thereof.
- 4.8 If any work and/or materials is covered contrary to the written instructions of the Owner it must, if requested by the Owner, be uncovered for observation and replaced at the Contractor's expense.
- 4.9 If the Owner considers it necessary or advisable that covered work and/or materials be inspected or tested by others, the Contractor, at the Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the work and/or materials in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work and/or materials is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and test, and of satisfactory reconstruction and/or replacement of materials. If,

however, such work and/or materials is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, reconstruction, and an appropriate Change Order shall be issued. Paragraph 4.8 shall apply if work and/or materials is covered contrary to the written instructions of the Owner.

- 4.10 Unless otherwise specified, inspection, acceptance or rejection of goods shall be made after delivery. Final inspection, acceptance or rejection of the goods shall not impose liability on the Owner for goods not in accordance with the specifications. Payment shall not be made on rejected goods or services.
- 4.11 Unless otherwise specifically stated, all contractors shall provide new commodities, fresh stock, latest design, or package.
- 4.12 Unless otherwise specified, in the bid, the shipping package for each item delivered must be plainly marked and securely tagged, stating the contractor's name, the purchase order number, and the delivery address as indicated for that order. Failure to comply with these instructions shall place the material at the Contractor's risk. All delivery arrangements shall be made in advance with the Owner's designee.
- 4.13 Failure of the Contractor to completely furnish the contracted goods within the specified time period shall also be cause to give notice that the Contractor is in default of the Contract.

5. SUBSTITUTIONS

- 5.1 Whenever a material, article, or piece of equipment is identified on the Specifications and Special Conditions by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Owner, such material, article, or piece of equipment is of equal substance and function to that specified, the Owner may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project shall result. Incidental changes or extra component parts required to accommodate the substitute shall be made by the Contractor without a change in the Contract Price or Contract Time.
- 5.2 The Owner shall be allowed a reasonable time within which to evaluate each proposed substitute. The Owner shall be the sole judge of acceptability, and no substitute shall be ordered, installed, or utilized without the Owner's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

6. PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner, its officers, employees, and agents, harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an

infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Director of Public Works.

7. SURVEYS, PERMITS, AND LAWS

7.1 The Owner shall furnish all required boundary surveys and establish all required base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.

7.2 The Contractor shall carefully preserve bench marks, reference points, stakes, and in case of willful or careless destruction, shall be charged with the resulting expense of their replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

COMPLIANCE WITH LAWS:

7.3 Prior to the commencement of any work, permits, licenses, and/or bonds of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified.

7.4 The Contractor shall comply with, and be responsible for the expense of complying with, all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility, and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, the American Recovery and Reinvestment Act of 2009, the Public Construction Bond Act, Substance Abuse Prevention on Public Works Projects Act, the Illinois Drug-Free Workplace Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations and the Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, State and Federal EPA statutory provisions and rules and regulations, and all other applicable laws, rules and regulations. Except as specifically required herein or required by law, evidence of specific regulatory compliance shall be provided by Contractor, when requested by Owner. It should be noted that at the present time, the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et seq.) is not applicable to these contracts.

7.5 Equal Employment Opportunity. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall also comply with the Illinois Human Rights Act. The Contractor shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps, or other protected status, with respect to the hiring, application for employment, tenure, terms or conditions, or employment of any person.

7.6 Employment of Illinois Workers on Public Works Act. If at the time the Contract for this Work is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

7.7 Other Certifications. The Contractor certifies that: (1) the Contractor is not delinquent in the payment of

any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (20 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

- 7.8 If, at any time it shall be found that the Contractor has colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and its sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new Proposals or request new Proposals for said Work.
- 7.9 The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable laws and regulations, the Owner shall not be responsible for monitoring the Contractor's compliance with any laws and regulations.
- 7.10 If the Contractor observes that the proposed Work is at variance with any laws or regulations, the Contractor shall give the Owner prompt written notice thereof, and any necessary changes shall be made. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to the Owner, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Work is performed in accordance with such laws and regulations.

8. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 8.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work, materials, or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of the Work.
- 8.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when execution of the work may affect them. The Contractor shall remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage of loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 8.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner shall act to prevent threatened damage, injury, or loss. The Contractor shall give the Owner prompt written notice if they believe that any significant changes in the work or deviations from the Contract Documents have been caused thereby. If the Owner determines that a change in the Contract Documents is required because of the action taken

in response to an emergency, a Change Order shall be issued to cover the changes and deviations involved.

- 8.4 The Contractor shall keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Owner, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris, and rubbish connected with, or caused by said work, immediately upon the completion of the same and shall clean all structures and work constructed under the Contract to the satisfaction of the Owner and leave the premises in perfect condition insofar as affected by the work under this Contract.

9. RESPONSIBILITY OF CONTRACTOR

- 9.1 The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Work. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- 9.2 The Contractor shall be solely responsible for the safety of persons, property or the work at or adjacent to the Work site. All decisions relating to safe operations, the use and proper application of equipment and materials, and the protection of the general public from Work operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor shall be present on the site at all times or required to maintain safe project operations.
- 9.3 In the event that the designated Work or safety supervisor is absent from the site, the Contractor shall designate a substitute supervisor to act in responsible charge of the work. Any changes in the designated Work supervisor or safety supervisor shall be documented by written statement to the Owner, at the time of the change.
- 9.4 The Contractor shall at the beginning of the work provide on the premises at an acceptable location, a suitable temporary convenience and enclosure for the use of the workers on the job, shall maintain same in a sanitary condition, and remove same and all its contents at the completion of the work.

10. TIME FOR COMPLETION

- 10.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- 10.2 The Contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 10.3 Failure of the Contractor to completely furnish the contracted goods or services within the specified time period shall be cause to give notice that the Contractor is in default of the contract.

11. CORRECTION OF DEFECTIVE WORK AND/OR MATERIALS

- 11.1 The Contractor shall promptly remove from the premises any and all defective material(s) and/or correct all work and/or replace all materials rejected by the Owner for failure to comply with the Contract Documents whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 11.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove any and all defective material(s) and/or correct such defective work and/or replace any defective material(s) at the expense of the Contractor.

12. EXAMINATION OF SITE: SUBSURFACE EXPLORATION DATA: INFORMATION NOT GUARANTEED

- 12.1 The Contractor represents that it has visited the work areas which are the subject of this Request for Proposals and familiarized itself with local labor conditions and all laws, regulations, and other factors affecting the performance of the work. The Contractor shall not be due and shall not be permitted to request any compensation which is in addition to the compensation which is agreed upon pursuant to the Contract Documents by reason of any matters or things concerning which the Contractor failed to inform itself prior to bidding.
- 12.2 Investigation of subsurface conditions at the site has been made for the purpose of design and the results are available for inspection by prospective bidders, but are not a part of the Contract Documents. The Owner assumes no responsibility whatever with respect to the sufficiency or accuracy of these preliminary investigations, or of their interpretation, and there is no guarantee, either express or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur.
- 12.3 All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources presently available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.
- 12.4 It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during the Work shall be the same as those indicated in the Contract Documents.
- 12.5 It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to the Contractor or obtained in any examination made by the Contractor in any manner as a basis of ground for any claim or demand against the Owner arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the Work, except as may otherwise be expressly provided for in the Contract Documents.

13. APPROXIMATE QUANTITIES

On all items on which prices were received on a unit price basis, the quantities stated in the Contract shall not be used in establishing final payment due to the Contractor. The quantities stated, on which unit prices

are invited, are approximate only. Agreed upon unit prices shall be compared on the basis of number of units stated in the Unit Price Schedule. Payment on the Contract on Unit Price items shall be based on the actual number of units installed in the completed work.

14. NOTICE TO PROCEED - PRECONSTRUCTION CONFERENCE

The Notice to Proceed shall be issued within thirty (30) days after execution of, and only after, receipt of insurance, bonds, and other required items. A Conference shall be held after the time of the Contract award and before the Notice to Proceed to discuss the proposed Work with the Village and other interested parties. Representatives of the Contractor shall be required to attend the conference.

15. CHANGES IN THE WORK

15.1 The Owner may at any time as the need arises order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

15.2 The Owner also may at any time, by issuing a Field Order make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Contractor believes that such Field Order entitles a change in contract Price or Time, or both, in which even then the Contractor shall give the Owner written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor agrees that unless such notice is given the Contractor's claim for a change in the Contract Price or Time is deemed waived.

16. CLAIMS FOR DAMAGES

If the Contractor makes claim for any damages alleged to have been sustained by breach of Contract or otherwise, the Contractor shall within seven (7) days after the occurrence of the alleged breach or within seven (7) days after such damages are alleged to have been sustained, whichever date is earlier, file with the Owner a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, the Contractor's claim for damages shall be deemed waived, and that the Contractor shall not be entitled to any compensation for any such alleged damages. Within seven (7) days after the timely filing of such statement, the Owner shall come up with a recommendation for action.

17. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below and based upon the mutual agreement of the parties:

- (a) Unit prices previously approved;
- (b) An agreed lump sum; or
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed ten (10) per cent of the actual cost of the work to cover the cost of general overhead and profit.

18. CHANGE OF CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the Contractor to the Owner, stating the nature of the claim. The Contract Time shall be extended in an amount equal to the time lost due to delays beyond the control of the Contractor or the time required to perform additional work as approved by the Owner.

19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES; DEFAULT

19.1 The dates of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced and completed on the dates specified in the Notice to Proceed.

19.2 The Contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climactic and economic conditions and other factors prevailing in the locality of the work.

19.3 If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor shall pay to the Owner the amount of liquidated damages as specified in the Contractor's bid, if any, for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion or the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner:

- (a) To any preference, priority or allocation order duly issued by the Owner.
- (b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather; and
- (c) To any delays of Subcontractors occasioned by any of the causes specified in above paragraphs of this article.

19.4 The Owner retains the right to terminate this Contract at any time for cause. The following shall constitute events of default under this Contract: a) any material misrepresentation made by the Contractor to the Owner, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified times due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Owner, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the Owner as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, and (vi) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Owner shall give written notice by certified mail to the Contractor. The Owner may also terminate this Contract for its convenience upon ten (10) days prior written notice to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract and may also include suggested steps that the Contractor should take to remedy the occurring problems and comply with the conditions of the Contract. Failure by the Contractor to

correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Owner shall be an indication of the intentions of the Owner to take the work out of the hands of the Contractor and to relet the defaulted work to other Contractors. The cost of fully completing all the work and all expense of every kind incurred by the Owner in completing the Contract shall be charged to the Contractor and shall be deducted and paid by the Owner out of such monies as may be due or may become due to said Contractor.

20. CONTRACT AMOUNT

The Contractor agrees to receive and accept the attached bid price as full compensation for furnishing all labor, equipment, and materials and all costs for doing all the work contemplated and described in the Contract Documents; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Owner under them, also for any and all things required by the Contract Documents.

21. FINAL INSPECTION AND PAYMENT

- 21.1 Upon written notice from the Contractor that the entire work or an agreed portion thereof is complete, the Owner shall make a final inspection with the Contractor and shall notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall immediately take such measures necessary to remedy such deficiencies.
- 21.2 After the Contractor has completed all such corrections to the satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents all as required by the Contract Documents, and after the Owner had indicated that the work is acceptable. The Contractor may make application for final payment.
- 21.3 Unless otherwise authorized, the Contractor must submit single invoice copies for each purchase order immediately upon shipment or completion of services. If shipment is made by freight or express, original bill of lading must be attached to invoice.
- 21.4 The Owner complies with the Illinois Local Government Prompt Payment Act which states that any bills approved for payment shall be paid within thirty (30) days after date of approval. When cash discounts are offered, the discount period shall begin with the invoice date or delivery date to the Owner, whichever is later. For and in consideration of payments in the amounts, manner and time as provided in the Contract, the Contractor, at its own cost and expense, shall do all the Work, furnish all materials and all labor necessary to complete the Work in accordance with the Contract described herein and in full compliance with all of the terms and conditions of the Contract. All applications for progress payments from the Contractor shall be submitted to the Owner not less than fourteen (14) calendar days prior to the second Monday of each month, and not more than one (1) application for a progress payment shall be submitted in any calendar month. Notwithstanding any other provision in any contract document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.
- 21.5 The Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect the Owner from loss on account of:
- (a) Defective work not remedied.

- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the contractor to make payments properly to subcontractors or for material or labor.
- (d) Damage to other contractors' tools, materials, work, or equipment.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 21.6 If the Owner deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

22. INSURANCE

- 22.1 Before starting and until final completion and acceptance of the work and expiration of the guarantee period the Contractor shall purchase and maintain such insurance for protection from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

22.2 Insurance.

- (a) Prior to Commencement of Work: Prior to commencement of any Work under the related Contract Documents, Contractor shall supply certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract Documents which is only for the purchase of goods by the Owner. Contractor shall not start the Work under the related Contract Documents until Contractor has obtained all insurance required under this Paragraph, and all such insurance coverage has been obtained and approved.
- (b) Duration: Such insurance shall be maintained during the entire term of the Contract Documents.
- (c) Certificates of Insurance Required: The Contractor shall submit with the accepted Contract Documents Certificate(s) of Insurance showing the following coverage, but none of the required insurance shall preclude any common law indemnity:
 - (i) Workers' Compensation insurance coverage (as required by State law) Statutory Limited Employer's Liability \$1,000,000 per accident;
 - (ii) General (Public) liability bodily injury insurance of not less than one million dollars (\$1,000,000.00) for injuries, including death, to any one person, two million dollars (\$2,000,000.00) each occurrence, and two million dollars (\$2,000,000.00) aggregate limit.
 - (iii) General (Public) liability property damage insurance of not less than one million dollars (\$1,000,000.00) on account of any one occurrence with an aggregate limit of not less than two million dollars (\$2,000,000.00);
 - (iv) Automobile public liability bodily injury insurance of not less than one million dollars (\$1,000,000.00) each person, two million dollars (\$2,000,000.00) each occurrence, with an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (v) Underground property damage and structural property damage insurance on single limit basis of not less than one million dollars (\$1,000,000.00).
 - (vi) Contractual liability insurance of the same limits as required under Paragraph (ii) above.
 - (vii) Said required coverages shall not contain exclusions with respect to the removal, abatement, handling, and disposal of asbestos or other hazardous materials.
- (d) Form of Certificates: On Certificates of Insurance, under the description of operation, location, vehicles, restrictions, special items, the following wording is required:

“No endorsements or additional forms modify or limit the coverage provided to the additional insured. Coverage is afforded on a Primary Basis for Additional Insured.”

“Additional Insured: Village of Barrington, 200 S. Hough Street, Barrington, Illinois, as an additional insured, together with its elected officials, officers, trustees, employees, agents, and volunteers.”

- (e) Notice of Cancellation Required: Each insurance policy, or the Certificate of Insurance for same, required by this Paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.
- (f) Acceptability of Insurers: Insurance shall be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.
- (g) Verification of Coverage: The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to issue certificates of coverage on its behalf. The certificates and endorsements may be on forms provided by the Owner and are to be received and approved by the Owner before any Work commences.
- (h) Policies May Be Required: The Owner reserves the right to request full-certified copies of the insurance policies and endorsements.
- (i) Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Owner Shall Not Waive Any Rights of Subrogation: Notwithstanding any other provision in any contract document, the Owner has not and shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier or any self-insured risk pool of which it is a member, may have against the Contractor or a subcontractor of any tier, for any property or other damage caused by any Contractor or any subcontractor of any tier, or any of their employees, agents, consultants, officers and directors.
- (k) Owner May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner through its membership in a self-insured risk pool. The rights of the Owner as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor to be maintained by the Owner.
- (l) Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Owner a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- (m) Insurance Obtained Shall Be Primary Insurance: All insurance required of the Contractor and all subcontractors of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to claims arising out of operations performed by or on their behalf. If the Additional Insureds have other insurance which is

applicable to the loss, it shall be on an excess or contingent basis.

- (n) Insurance Requirements Cannot Be Waived by Owner: Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of the related Contract Documents by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Contract is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner. Contractor shall also protect the Owner by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- (o) Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Contract is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- (p) Notice of Personal Injury or Property Damage: The Contractor shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- (q) Updated Proof Required: The Contractor agrees that at any time upon the demand of the Owner, updated proof of such insurance coverage will be submitted to the Owner. There shall be no additional charge to the Owner for said insurance.

To the extent other insurance requirements of the Contract Documents contradict this paragraph, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

- 22.3 The Contractor shall procure and maintain the expense during the Contract time, in accordance with the provisions of the laws of the state in which the work is performed, the Worker's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of the Subcontractor's employees not otherwise protected.

- 22.4 Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Owner.

23. ASSIGNMENTS

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or their obligation thereunder, without written consent of the other party. Any such assignment by the Contractor shall not relieve the Contractor of its obligations or change the terms of the Contract.

24. INDEMNIFICATION

- 24.1 To the fullest extent permitted by law, the Contractor hereby agrees to and shall defend, indemnify, and hold harmless the Owner, its elected officials, officers, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anyway arise or accrue against the Owner, its elected officials, officers, employees, agents, and volunteers, arising in whole or in part or in consequence of the performance of this Work and/or sale of goods or material by the Contractor, its employees, or subcontractors, or which may anywise result therefrom, including but not limited to or on account of or in consequence of any neglect in safeguarding said Work or on account or in consequence of using unacceptable materials in performing said Work, or because of any act, error, or omission, neglect, or misconduct of Contractor and its Subcontractor(s) or because of any claims or amount recovered by reason of any infringement of any patent, trademark or copyright or by any reason of the violation of any law, ordinance, order or decree, or any loss, damage, injury or liability to the Owner, its elected officials, officers, employees, agents and volunteers by reason of any theft or other cause from the acts or negligence of the employees of the Contractor or of the Subcontractors of Contractor, whether such loss, damage, injury or liability is contributed to by the negligence of the Owner or by the Owner's premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except where such loss, damage, injury, or liability is due solely to the negligence of the Owner, its elected officials, officers, employees, agents and/or volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys' (of counsel selected by the Owner) and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Owner, its elected officials, officers, employees, agents, and volunteers in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor pursuant to any other contract documents shall in no way limit the responsibility of the Contractor to indemnify, keep and save harmless and defend the Owner, its elected, officials, officers, employees, agents, and volunteers as herein provided. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing herein contained should be construed as prohibiting the Owner, its elected officials, officers, employees, agents and volunteers from defending any actions or suit brought against them arising out of or in any way related to the goods and/or services to be provided by the Contractor, and Contractor shall likewise be liable for the attorneys' fees and other costs of defense incurred by the Owner, its elected officials, officers, employees, agents, and volunteers in defense of any such suit. In any and all claims against the Owner, its elected officials, officers, employees, agents, and volunteers by any employee of Contractor and Subcontractor, anyone who is directly or indirectly employed by any of them or anyone for whose acts any of them may not be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under Workers Compensation acts, or other employee benefit acts. The Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Owner, such funds may be retained

by the Owner to protect itself against said loss until such claims, suits, or judgments have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village. The provisions of this paragraph shall survive any termination or expiration of this Contract.

24.2 The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of the Work performed pursuant to this Contract.

24.3 The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Owner, such funds may be retained by the Owner to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner.

25. SEPARATE CONTRACT

25.1 The Owner shall have the right to enter the premises for the purposes of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

25.2 The Owner may perform additional work related to the project, or let other Contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials, equipment, and the execution of work, and shall properly connect and coordinate the work with theirs.

25.3 If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work.

26. EXISTING UTILITIES

26.1 The locations of the underground utilities as shown on the plans have been obtained by field surveys and searches of available records. It is believed that this data is essentially correct, but the Owner and the other offices and agencies associated with the development of these plans do not guarantee their accuracy or completeness. The Contractor shall investigate to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall take due care in all phases of the Work to protect any such facilities which may be affected by the work. Any damage to existing utilities shall be repaired at the Contractor's expense.

26.2 The Contractor shall be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.

26.3 Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the respective owner thereof, who shall make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service to the Contractor, including the removal of all cables, valve boxes, manhole covers, and other appurtenances which the owner desires to salvage. After such arrangements have been made, the Contractor shall proceed with the work as directed by the Owner. All utility lines and appurtenances which are abandoned

by the Owner shall be removed and disposed of by the Contractor, if it is possible, without damaging existing utilities, and with the approval of the respective agency.

- 26.4 No extra compensation shall be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience, or interruptions in the contractor's work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The responsibility for the prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of the Contractor's own work with that of these agencies to the end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private, shall rest upon the Contractor.

27. LAND AND RIGHT OF WAYS

- 27.1 The Contractor shall confine Work equipment, the storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, shall not unreasonably encumber the premises with Work equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work. Should any claim be made against the Owner by any such owner or occupant because of the performance of the work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim in accordance with the applicable laws. The Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold the Owner harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal, or equitable, brought by any such other party against the Owner to the extent based on a claim arising out of the Contractor's performance of the work.
- 27.2 During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris from and about the premises as well as tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Owner, the Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

28. GUARANTEE

The Contractor shall guarantee all labor, materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed systems free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance and Payment Bond shall remain in full force and effect through the guarantee period.

29. CHANGE IN THE WORK

The Owner may at any time, as the need arises, order changes within the Scope of Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract

Documents, or in the time required for performance of the work, and equitable adjustment shall be authorized by a Change Order. The Village reserves the right to alter the plans, add to the Work as may be necessary, and increase or decrease the quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, any portion of the Contract, or cancel the Contract.

30. CONFIDENTIALITY

- (a) Inasmuch as in the rendering of Services hereunder, Contractor, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to, the Owner, and additional information and data will be made available to or developed by Contractor, Contractor agrees to and shall regard, treat, and maintain as confidential and proprietary all of the information and data communicated to it by the Owner in connection with this Agreement (which information shall at all times be the property of the Owner). Contractor shall not, without the Owner's prior written consent, at any time:
 - (i) Use such information for any purpose other than in connection with its services under this Agreement, or
 - (ii) Disclose any portion of such information which is in written or tangible form to third parties.
- (b) Notwithstanding the foregoing, Contractor's obligations pursuant to the above paragraph shall not apply to:
 - (i) Information that, at the time of disclosure, is, or after disclosure becomes, part of the public domain other than as a consequence of Contractor's breach;
 - (ii) Information that was known or otherwise made available to Contractor prior to the disclosure by the Owner;
 - (iii) Information disclosed by a third party to Contractor, if such third party's disclosure does not violate any obligation of the third party to the Owner; or
 - (iv) Information the Owner authorizes, in writing, for release effective with the date of such authorization.

31. CONTRACTOR IS AN INDEPENDENT CONTRACTOR: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Contract and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Owner, it being specifically agreed that in respect to the Owner, the Contractor and any party employed by the Contractor bears the relationship to the Owner of an independent contractor.

32. VENUE AND CHOICE OF LAW: The parties herein agree that the venue for any and all disputes shall solely be in Cook County, Illinois. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

33. ARBITRATION DELETED FROM CONTRACT DOCUMENTS; NO ATTORNEYS' FEES: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and except as specifically provided herein, no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Contract.

34. NONASSIGNABILITY. The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Owner, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
35. AMENDMENTS. No agreement or understanding to modify this Contract shall be binding upon the Owner unless in writing and signed by the Owner's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Contract are hereby incorporated and made part thereof.
36. CONFLICT OF INTEREST. The Contractor represents that it has used due diligence to identify any existing or potential conflicts of interest with the Work and has found none. In the event that a possible conflict of interest arises at any time during the term of this Contract between the interests of the Owner and those of Contractor's other clients, Contractor agrees to notify the Owner thereof promptly and shall, if so directed by the Owner, refrain from performing Services with respect to such area of conflicting interest. In the event such possible or actual conflict of interest arises during the term of this Contract, Contractor agrees that the Owner shall have the right to terminate this Contract without cause at any time without liability upon written notice to Contractor.
37. ARBITRATION DELETED FROM CONTRACT DOCUMENTS; NO ATTORNEYS' FEES: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Contract and the related Contract Documents.
38. PREVAILING WAGE ACT: The Illinois Prevailing Wage Act is not applicable to this Agreement.
39. STANDARD SPECIFICATIONS: All Work performed by Contractor that is associated with the fulfillment of the Contract Documents shall conform to the terms of the latest edition of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of these documents.
40. TRAFFIC CONTROL, BARRICADES, AND PROTECTION:

Through the course of the Work, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.

This item of work shall include, but not be limited to, furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic during the term of this project. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways". The Owner shall temporarily stop the project if proper traffic control measures are not being employed or followed. If any lane closures or are necessary, the contractor shall notify I.D.O.T., the Police, Fire, and Public Works Departments.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during Work operations in order to keep lane assignments consistent with barricade placement, and the I.D.O.T. M.U.T.C.D.

The Contractor shall ensure that all traffic control devices installed are operational, functional, and effective twenty-four (24) hours a day, including Sundays and holidays.

Barricades --Any lane closure conducted in the evening hours shall require a type I or Type II barricade equipped with mono-directional steady burn lights. A lighted arrow board may also be required by I.D.O.T. for lane closures.

41. PERMITTED HOURS OF WORK: Except as provided in the Specifications and Special Conditions and other Contract Documents, all Work activity is limited to a nine (9) hour period from 7:00 A.M. until 4:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the contractor has made prior arrangements with representatives of the Owner. No work shall occur on Sundays or Holidays, provided, **however, these time restrictions are not applicable to snow removal and ice control services.**
42. DOCUMENTS: Notwithstanding anything contained in any other contract documents to the contrary, the Contractor and its subcontractors hereby release to the Owner any and all right, title, and interest in and to any and all drawings, shop drawings, plans, and media in any form (including but not limited to video(s) and photograph(s)) depicting and/or relating to the Work which are the subject of the Contract Documents, and any and all of which "Work Documentation" shall become the sole property of the Owner. The Contractor, and its subcontractors, further warrant to the Owner that they have the legal right to convey said Work Documentation to the Owner. The Work contemplated by this Contract shall not be considered complete until and unless a legible, complete, and useable copy of all such Work Documentation has been delivered to the Owner.
43. RESTORATION OF WORK SITE: The Contractor shall restore or replace, at the Contractor's expense, all structures, or other property damaged by the Work to the condition which existed immediately prior to the start of the Work. Tree branches and roots shall not be cut except by permission of the Owner. All cutting shall be done to the satisfaction of the Owner. Shrubs and bushes which lie within the Work activity may be dug up, temporarily moved, and replanted in their original locations if permitted by the Owner. If plants are damaged or do not satisfactorily grow within a reasonable period of time after replanting, they shall be replaced by the Contractor with plants of same kind and size. The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's Director of Public Works, or his designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authorized of the Village's Director of Public Works, or his designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's Director of Public Works, or his designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of the ordinances of the Village of Barrington. The cost to replace or repair any property not specifically listed in the Contract Documents as pay items shall be the responsibility of the Contractor.

44. **ADVERTISEMENT:** The successful bidder is specifically denied the right or use in any form or medium the name of the Owner for public advertising unless express permission is granted in writing by the Owner.
45. **GUARANTEE:** The Contract Documents shall be construed to include a contractual guarantee by the Contractor for all materials and workmanship to be free of defects for a minimum of one (1) year from the date of final payment for the Work. Any Work proving defective within one (1) year from the date of final payment for the Work shall be redone by the Contractor without additional expense to the Owner for labor or materials. The Contractor shall again guarantee all materials and workmanship to be free of defects for a minimum of one (1) year from the date of completion of the redone Work.

**VILLAGE OF BARRINGTON
PUBLIC WORKS DEPARTMENT**

**CHIPPENDALE SNOW REMOVAL AND ICE CONTROL SERVICE CONTRACT
FOR 2020/2021, 2021/2022, AND 2022/2023**

SPECIFICATIONS AND SPECIAL CONDITIONS

Description of the Work:

This Proposal is for Contractor to provide the complete snow removal, ice control, and salting operations for the six (6) streets, eighteen (18) dead ends, two (2) public sidewalks, and 105 private driveways (alternate on Bid Form) located in the Chippendale Subdivision in Barrington, Illinois for the respective Winter season of 2020/2021, with two (2) respective extensions for the Winter seasons of 2021/2022, and 2022/2023. The term “Winter season” shall mean and refer to the period of November 1 of one year through April 30 of the following year.

The Contractor shall comply with the following:

- Furnish all labor, equipment, and supervision necessary to maintain safe traffic flow on all streets and dead ends within the subdivision.
- Furnish all labor, equipment, and supervision to maintain all the private driveways and 2 sidewalks within the subdivision.
- Provide twenty-four (24) hour emergency service, seven (7) days a week, including holidays.
- Supply adequate manpower and supervision in order to commence plowing and salting operations within one hour after notification by the Village.
- The Village shall supply all the rock salt required to perform this work. The Contractor shall use the salt provided to salt only the areas outlined on the Location Map – Exhibit A, which is part of the Contract Documents.

The Village of Barrington Public Works Department shall provide snow removal and ice control on all streets adjacent to the Chippendale Subdivision; specifically, Providence Road, Lake Zurich Road, Illinois Route 59, Covington Drive, and Marlborough Road as illustrated on Exhibit A.

Pre-qualification of Contractor

Under the terms of this Proposal, all Contractors in evidence of their experience and past performance must submit a list of previous snow removal and ice control contract experience of similar magnitude, including but not limited to, the date(s) such work was performed, the name of the party(ies) for whom the work was performed, and the contract information for said projects, which shall be used by the owner to verify the Contractors abilities and level of service.

Equipment

Because of the critical need for good communication during snow removal and ice control operations, the Contractor shall provide a way to communicate with his fleet in order to timely and properly perform the work (see #1 below). In addition, the Supervisor on the job shall be equipped with a digital pager and cellular phone. The Contractor shall provide a list of equipment, including year, make, model, size of plow or bucket, and types of radios, available for snow removal on this job. The following snow removal equipment, all of which shall be maintained in proper operating condition is required as a minimum:

1. One (1) four-wheel drive pickup trucks with reversible plow blade and salt spreader. A minimum of one (1) truck shall have a portable two-way radio or portable telephone. This vehicle must be on site for the duration of snow removal operations.
2. One (1) six-wheel dump truck minimum 25,000 lbs. (GVW) with reversible plow and salt spreader.
3. Two (2) rubber tired end loader/Pusher or skid-steer type loader/Pusher.

List additional equipment available for use, if warranted, such as end loaders (include bucket capacity), dump trucks, etc. on the Schedule of Additional Snow Removal and Ice Control Equipment provided with these Proposal Documents.

- By signing this Agreement, the Contractor certifies under the penalty of perjury that the Contractor shall not use unlicensed vehicle operators in connection with the performance of this Agreement. This Agreement prohibits the use of unlicensed operators in the performance of this Agreement. The use of any unlicensed operator may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to withholding of payments and Agreement suspension or termination.
- The Contractor's equipment shall include fuel, chains, supplies, and any tools necessary to ensure safe operation and safe equipment. Equipment shall be properly licensed and adhere to all applicable Federal and State Motor Vehicle regulations. The Contractor shall maintain all required equipment to perform this contract throughout the duration of the Agreement. Any equipment failing to meet any of the contract standards, deemed to be inadequate, or requiring an inordinate amount of alterations or maintenance, shall not be allowed to perform work under this Agreement.
- The Contractor shall ensure his equipment has the capacity to operate plows and spreaders once such equipment is installed. On all equipment that is equipped with a chemical spreader, the Contractor shall have the taillights visible and not blocked. The contractor shall also be responsible for ensuring the spreader is working properly and that all warning signs are kept cleaned so that they can be read easily, and that all warning lights and backup alarms are operational at times.
- The Contractor is responsible to ensure that all equipment listed in this Agreement is fully insured as required by all Illinois laws and regulations. Contractors shall be solely responsible for damage to public and private property caused by operation of their equipment by them or their employees. Failure to keep listed equipment registered will terminate this Agreement relative to each unregistered piece. All registration plates must be attached to the vehicle or equipment at all times during the snow removal and ice control operations.

Equipment Breakdowns or Spills

The Contractor will be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdowns or repair work. The Contractor is required to report any spills to the Director of Public Works immediately.

Vehicle Safety Requirements

All vehicles and equipment utilized through this Agreement shall be equipped with the following safety equipment:

- One six-inch amber flashing light, mounted on the highest practical point of each vehicle. The light(s) must be visible for a distance of 300 feet during day light hours, from the front, rear, and both sides of the vehicle. Vehicles that have a body or attachment that extends above the rear of the cab, must mount the lighting on a bracket or other device to extend the lighting above the body or attachment. Additional installations may be accepted, but the lighting must be visible from any position 360 degrees around the vehicle.

Operators/Drivers/and Licenses

- The Contractor shall provide sufficient qualified and trained operators to ensure a continuous 24-hour operation of snow removal and ice control as directed by the Director of Public Works or designee. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle regulations.
- Operators/drivers shall be at least 18 years of age and capable of working days and nights. No minors under the age of eighteen will be allowed.
- Under no circumstances shall a Contractor, while performing under the terms of this Agreement, allow or be permitted to have private or minor-aged passengers ride in snow removal and ice control vehicles.
- To ensure the overall safety of all personnel and the traveling public, the Contractor is required to provide operators/drivers who are able to communicate in the English language. The operators/drivers shall be required to demonstrate that they are capable of understanding instructions in English for safe and effective operations. These instructions will include English capabilities in understanding plowing and spreading instructions; techniques appropriate to the route; detail yard requirements such as standby area; parking areas and routes to follow loading and unloading chemicals, ability to read and understand road maps, and emergency road procedures. If the operator/driver is not capable of understanding these instructions, the Contractor will be notified and a replacement operator/driver may be required.
- It will be the Contractor's responsibility to provide valid licensed operators/drivers. When required by the equipment being operated, the operator/driver of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements and shall have this license during operations of the vehicle. Failure to comply with this request constitutes unsatisfactory performance and may result in cancellation of the Agreement. The Village reserves the right to check driver's license any time during snow removal and ice control operations and the validity of the license with the Illinois Secretary of State at any time during the Agreement period.
- Contractor shall ensure that properly trained and licensed relief operators/drivers are available to sustain an around the clock operation; if need be.

Contractor Provided Labor

Some assigned areas assigned by the Village to the Contractor will require removal of snow and ice from walk areas with hand tools or portable salt spreaders.

- Contractor must provide labor for snow removal and ice control by hand with hand tools for areas that require hand work in addition to equipment removal of snow or ice from walk areas.
- Contractor shall provide laborers who are physically capable of performing hand work with tools provided by the Contractor (shovels, brooms, hand chemical spreaders).

The Public Works Department

- The Barrington Public Works Department ("the Department") when necessary, through the Department's Director of Public Works or designee, may request equipment from Part III, Equipment Proposal Form herein. The Village reserves the right to determine the most effective and cost efficient method of responding to a snow removal and ice control event and to solely utilize its own equipment and/or to call in contracted equipment according to the location, rate and/or type of equipment required during any given snow removal and ice control

event.

- Prior to performing any work under this Agreement, each piece of equipment may be subject to inspection by Village personnel. The inspection is to assure that the equipment meets all Federal DOT and Illinois Secretary of State Inspection standards. The location and time of inspection and any needed re-inspection shall be determined and performed at the convenience of the Village. The Department reserves the right to reject any equipment believed unsafe.

Prosecution of the Work

The proper timing and use of equipment is essential to maintain the expeditious conditions and safe operation of the streets, dead ends, sidewalks, and driveways. Consequently, it is imperative that all equipment be in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary failures. Time is of the essence in arriving at the scene to commence snow removal efforts.

Call outs shall be answered promptly and extraordinary effort shall be exerted by the Contractor to render this service. The Village views this contract as a high priority of the contractor and expects the Contractor to do the same.

The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified workmen shall be sufficient to respond to emergency calls which may be received at any time. Manpower shall be activated and equipment operating at the site within **one hour after notification by the Village.**

The Contractor shall submit in writing, the name, address, and cell phone number of the person in his organization to whom instructions may be given by the Director of Public Works (or his designated representative) on a twenty-four (24) hour per day basis. One designated supervisor in the Contractor's organization shall be available on the job site at all times during snowplow and salting operations.

Protection of Public and Private Property

The Contractor shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice obviously hazardous in the opinion of the Director of Public Works or his designated representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

The Contractor shall assume all responsibility for all damage to Public and Private property including all plant material, sod, sidewalks, curbs, and mailboxes caused by Contractor's equipment used for snow removal and ice control. Any damaged mailbox must be temporarily repaired within 12 hours of the incident. Permanent repairs shall fall under the villages "Snow and Ice Mailbox Replacement Policy", for which the contractor is responsible for. (Copy of mail box policy to follow) All sod / parkway damage shall be repaired by utilizing a parkway seed mix, black dirt and an erosion blanket on large restoration areas. All sod/parkway damage shall be repaired by the contractor by April 30 of each year, and all costs associated with said damage shall be considered incidental to the contract.

The Village shall request that the Chippendale Homeowners Association delineate/mark all 105 private driveways within the Subdivision by installing a minimum of two (2) red reflectors two feet (2') in height on both sides of the paved drives. They shall be installed by November 1st of each year and remain in place until April 1st the following year. The contractor shall not be responsible for replacing any damaged reflectors due to snow removal and ice control operations.

Exceptions

Any exceptions to the specifications shall be placed in writing and submitted with bid Proposal Form.

Excessive Snow

If stored snow within the subdivision reaches an undesirable level as determined by the village, the Contractor may be required to move the snow to another location. This additional service shall be paid for on an hourly basis for labor and equipment required. The Contractor shall submit an hourly cost for each piece of equipment provided on his equipment list (including the cost of the operator) in the space provided on Part II - Equipment Proposal Form which is part of the Contract documents.

The proposed hourly rate shall reflect work performed twenty-four (24) hours per day, seven (7) days per week including Holidays. Any charges for premium time shall be noted in the appropriate area on the form. This additional service shall be paid for on an hourly basis per unit of equipment used.

Notification & Requirements of the Contractor Related to the Work

The Village's Public Works Department shall be responsible for notifying the Contractor when, in their professional opinion, snow plowing or salting services are warranted.

The following is to be used only as a guideline for call-out procedures. Actual call-out times will vary, depending on the time of day, duration of the storm, actual weather conditions, and amount of accumulation predicted.

- A. Light snow/ Sleet/ freezing rain: The Contractor shall be called out at the same time as Village crews, and shall be required to salt the areas as depicted on the Location Map – Exhibit A.
- B. 1" to 2" predicted accumulation: The Contractor shall be required to plow or salt the roads after the snow event has ended or possibly even during the event.
- C. 2" to 6" predicted accumulation: The Contractor shall be required to plow an opening pass after 2" to 4" of snow has accumulated. The contractor will be contacted at the conclusion of the storm and at that time shall open and widen streets "curb to curb". Push back corners and salt as necessary.
- D. 6" or More Predicted Accumulation: The Contractor shall be required to plow an opening pass after 2" to (4") inches of snow have accumulated and will return upon notification to plow another opening pass after another 2" to 4" inches of snow has accumulated. This procedure will continue until the snowfall has ended. At that time the Contractor shall be required to plow another opening pass and then a widening pass "curb to curb" on all streets
- E. Driveway Plowing: All driveways shall be plowed at least once prior to 6:00 a.m. daily when snow accumulates more than 2" inches. Driveways shall also be plowed during the day prior to 4:00 PM if snow accumulates more than 4+ inches. If snow continues (2" or more), driveways shall be plowed again, either after the storm has ended or prior to 6:00 a.m. the following morning, or whichever occurs first.
- F. Sidewalk Plowing/Salting: The Contractor shall be required to plow and salt the following two lengths of sidewalks after each snow event.
 - Sidewalk on south side of Providence Road from Rt. 59 east to Lake Zurich Rd.
 - Sidewalk on east side of Rt. 59 from Providence Road to Covington Drive.

*** NOTE: All cleanup work following a snow or ice event, (i.e. pushing back corners, drifting snow, additional salting of streets and sidewalks, widening streets, and touch up of driveways) shall be considered incidental for each snow and ice event. This work shall be completed within 12 hours after the snow event ends.**

DEFINITIONS:

Opening pass: Contractor shall plow one (1) pass in each direction of the road including stub ends.

Widening pass: Contractor shall plow and salt, if necessary, the entire width of the street from the face of the curb to the face of the curb, including stub ends and shall carefully push back snow on corners to provide for drainage

Duration of Contract: The Contract shall commence on November 1, 2020, and shall continue through April 30, 2021, and this Agreement shall thereafter renew automatically for a second and third term respectively beginning November 1, 2021 through April 30, 2022, and November 1, 2022 through April 30, 2023, provided, however, that any such term after April 30, 2021, may be cancelled by the Village upon written notice to Contractor given not less than 90 days prior to the expiration of the current term.

Customer Complaints

All customer or citizen complaints involving Public Safety as determined by the Public Works Department shall be resolved within one (1) hour of notification by the Contractor. All other complaints shall be resolved within twenty-four (24) hours. The Contractor shall be notified of such complaints by the Public Works Department.

The Public Works Department shall document on a form the day and hour on which the complaint was received and resolved. All customer complaints and resolutions of such shall be considered incidental to the contract.

Pricing

- A. Fixed retainers for each two (2) month period shall be paid to the contractor for each of the three (3) Winter seasons – 2020/2021, 2021/2022, and 2022/2023. Each season shall be divided into three (3) different two-month periods, November 1 through December 31, January 1 through February 28, and March 1 through April 30. Said payments shall serve as a guarantee that, regardless of weather conditions, or the number of times the contractor is activated, the Contractor shall provide at all times adequate manpower, equipment, and supervision for complete and timely performance of the Work in accordance with the Contract Documents.
- B. The payments for each two-month period shall be paid within thirty (30) days of the Village Board's approval of Contractor's invoice. No charge for inoperable equipment due to mechanical failure shall be allowed.

Performance Bond: A performance bond in the full amount of the contract price is required prior to the execution of the contract and shall be required for every additional extended term of the contract prior to November 1 of each Winter season.

Insurance: A new Certificate of Insurance shall be required for every additional extended term of the contract prior to November 1 of each Winter season.

Commencement of Work: **It shall be the responsibility of the Contractor to notify the Public Works Department, when equipment has begun the operation and when the operation is complete.**

**VILLAGE OF BARRINGTON
PUBLIC WORKS DEPARTMENT
CHIPPENDALE SNOW REMOVAL AND ICE CONTROL SERVICE CONTRACT
PART I - PROPOSAL FORM**

2020/2021 Snow Season

Payment Request for Each
of the Following
(two-month periods)
Excluding Driveways
As Illustrated on Exhibit A

Payment Request for Each
of the Following
(two-month periods)
*Plowing 105 Driveways Only

November 1thru December 31

\$ _____

\$ _____

January 1 thru February 28

\$ _____

\$ _____

March 1 through April 30

\$ _____

\$ _____

Annual Total

\$ _____

\$ _____

2021/2022 Snow Season

Payment Request for Each
of the Following
(two-month periods)
Excluding Driveways
As Illustrated on Exhibit A

Payment Request for Each
of the Following
(two-month periods)
*Plowing 105 Driveways Only

November 1thru December 31

\$ _____

\$ _____

January 1 through February 28

\$ _____

\$ _____

March 1 through April 30

\$ _____

\$ _____

Annual Total

\$ _____

\$ _____

2022/2023 Snow Season

Payment Request for Each
of the Following
(two-month periods)
Excluding Driveways
As Illustrated on Exhibit A

Payment Request for Each
of the Following
(two-month periods)
*Plowing 105 Driveways Only

November 1thru December 31

\$ _____

\$ _____

January 1 through February 28

\$ _____

\$ _____

March 1 through April 30

\$ _____

\$ _____

Annual Total

\$ _____

\$ _____

*** The Village reserves the right to remove the plowing of the 105 driveways from the contract prior to its execution.**
Proposals Accepted on this form only. Note any exceptions to the Specifications in writing.

Contractor: _____

Address: _____

Typed Name

Signature of appropriate official

(_____) _____
Telephone Number

Date

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE CONTRACT**

**PART II: EQUIPMENT PROPOSAL FORM FOR NOVEMBER 1 THROUGH APRIL 30
SCHEDULE OF COSTS FOR ADDITIONAL SNOW REMOVAL AND ICE CONTROL EQUIPMENT
(IF EQUIPMENT PRICES ARE DIFFERENT FOR EITHER THE 2021-2022 OR 2022-2023 SEASONS,
COMPLETE THIS FORM FOR EACH SEPARATE SEASON)**

Hourly rate (including labor, supervisor, and equipment) for any additional equipment as required under the Specifications and Special Conditions.

Equipment Type	Year and Make	Weekday Rate/Hr.	Saturday Rate/Hr.	Sun/Hol Rate/Hr.
4 X 4 Pickup w/plow	1.	\$	\$	\$
	2.	\$	\$	\$
	3.	\$	\$	\$
	4.	\$	\$	\$
Dump Truck (min. 25,000 lbs. GVW)	1.	\$	\$	\$
	2.	\$	\$	\$
	3.	\$	\$	\$
	4.	\$	\$	\$
Semi-Trailer Truck	1.	\$	\$	\$
	2.	\$	\$	\$
	3.	\$	\$	\$
	4.	\$	\$	\$
End Loader (Rubber Tire)	1.	\$	\$	\$
	2.	\$	\$	\$
	3.	\$	\$	\$
	4.	\$	\$	\$
Add'l Snow Removal and Ice Control Equipment	1.	\$	\$	\$
	2.	\$	\$	\$
	3.	\$	\$	\$
	4.	\$	\$	\$

* NOTE: MOTOR GRADER UNACCEPTABLE

** SUBMIT WITH PROPOSAL **

VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE

AGREEMENT

THIS AGREEMENT, made this ____ day of ____, 20__, and between the Village of Barrington, hereinafter called “Owner” and _____ doing business as (an individual, a partnership, or a corporation) hereinafter called “Contractor”.

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

- A. The Contractor shall commence and complete all Snow Removal & Ice Control service in the Chippendale Subdivision as identified by the Contract Documents.
- B. The Contractor shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.
- C. The Contractor shall commence the snow removal and ice control work on November 1, 2020 and shall continue through April 30, 2021, and this Agreement shall thereafter renew automatically for a second and third term respectively beginning November 1, 2021, and November 1, 2022, provided, however, that any such extensions may be cancelled by the Village upon written notice to Contractor given not less than 90 days prior to the expiration of the current term.
- D. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein or as shown on the attached Proposal Form accepted by the Village of Barrington.
- E. The term “Contract Documents” means and includes the following:
 - 1. Request for Proposals
 - 2. General Instructions
 - 3. General Conditions
 - 4. Specifications and Special Conditions
 - 5. Proposal Form – Part I
 - 6. Equipment Proposal Form – Part II
 - 7. Chippendale Subdivision Snow Removal and Ice Control Agreement
 - 8. Mailbox Replacement Policy
 - 9. Contractor’s Certification of Eligibility to Bid
 - 10. Affidavit Re: Delinquent Taxes
 - 11. Contractor’s Sexual Harassment Certificate
 - 12. Contractor’s Drug-Free Workplace Certification
 - 13. Bid Bond
 - 14. Faithful Performance and Payment Bond
 - 15. Notice of Award
 - 16. Notice to Proceed
 - 17. Location Map – Exhibit A

- F. The Contractor shall submit invoices bi-monthly. Payment of such invoices shall be due and payable within thirty (30) days of approval thereof by the Village Board.
- G. The Contractor hereby agrees to comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other government unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above, as well as all of the provisions of the Contract Documents.
- H. The Contractor agrees to hold the Village of Barrington harmless from and protect and defend the Village, its officers, agents, and employees, and each of them, from any and all claims, causes of action or liability arising from and/or relating to Contractor's work.
- I. Not later than October 30th of each year, the Contractor shall provide the Village with a completed and current Certificate of Insurance for the ensuing term of the Agreement.
- J. Total amount for: 2020/2021 Winter Season \$ _____,
 2021/2022 Winter Season \$ _____,
 2022/2023 Winter Season \$ _____.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

(SEAL)

Village of Barrington

ATTEST:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

CONTRACTOR:

(SEAL)

ATTEST:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

VILLAGE OF BARRINGTON PUBLIC WORKS DEPARTMENT

Contractor is responsible for inspecting and/or visiting the sites where the work contemplated by this Request for Proposals is to be performed prior to submitting Contractor's proposal.

The attached forms must be completed and submitted with Proposal.

If these forms, which include but are not limited to the following, are not submitted with the proposal, the Village shall have the right to reject the proposal.

- **Contractor's Prequalification Evidence and List of Equipment as set forth in the Specifications and Special Conditions of this Request for Proposals.**
- **Contractor's Certification of Eligibility to Bid**
- **Affidavit Re: Delinquent Taxes**
- **Contractor's Sexual Harassment Certificate**
- **Contractor's Drug-Free Workplace Certification**
- **Bid Bond (or Certified Check or Cashier's Check) in an amount not less than 10% of the amount of proposal**
- **Schedule of Costs for Additional Snow Removal and Ice Control Equipment**
- **Written list of any exceptions to the Contract Specifications, if any**

Upon contract acceptance, Contractor must submit the required Certificate(s) of Insurance.

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE**

CONTRACTOR'S CERTIFICATION
OF
ELIGIBILITY TO BID

The undersigned, being a duly appointed and empowered official of the _____ (Company Name) _____ ("said Company"), hereby certifies that said Company is not barred by law from submitting a Proposal to the Village of Barrington for the project contemplated herein because of a conviction for prior violations of either Section 33E-3 (Bid rigging) or Section 33E-4 (Bid Rotating) of Public Act 85-1295, S.H.A. ch. 38 of the Criminal Code of 1961, approved July 28, 1961, as amended.

Company

Name (Sign and Print Name), Its Authorized Agent

Title

Date

**** SUBMIT WITH PROPOSAL ****

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE**

AFFIDAVIT RE: DELINQUENT TAXES

I, _____, being first duly sworn do hereby depose and say that I a _____ [insert title] of _____ [insert company name] (the "Company") and that as such officer I am authorized to make the following representations on behalf of the Company pursuant to section 11-42.1-1 of the Illinois Municipal Code (P.A. 86-1039):

[CHOOSE ONE]

- ___ The Company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- ___ The Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue but the Company is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate Revenue Act.
- ___ The Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.
- ___ The Company is delinquent in the payment of a tax or taxes administered by the Illinois Department of Revenue.

IN WITNESS WHEREOF, I have hereunto affixed by signature this _____ day of _____, 20__.

Company

BY: _____

Title: _____

SUBSCRIBED AND SWORN this _____ day of _____, 20 __, before me, a notary public in the State of Illinois, who hereby certifies under official seal that I am duly authorized by the laws of the State of Illinois to administer oaths in the County of _____ in the State of Illinois.

Notary Public _____

My Commission Expires: _____

**** SUBMIT WITH PROPOSAL ****

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE**

CONTRACTOR’S SEXUAL HARASSMENT CERTIFICATE

_____ hereinafter referred to as “Contractor” having submitted a bid/proposal for snow removal and ice control services to the Village of Barrington, Cook and Lake Counties, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A)(4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor’s internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission.
6. Directions of how to contact the Department of the Commission.
7. An acknowledgement of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____ day
of _____, 20____.

Notary Public

**** SUBMIT WITH PROPOSAL ****

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE**

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (20 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about;
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place,
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Date: _____

Contractor

ATTEST:

**** SUBMIT WITH PROPOSAL ****

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Bidder, and _____ as Surety, are hereby held and firmly bound unto the Village of Barrington as "Owner" in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Bidder has submitted to the Village of Barrington the certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the "Chippendale Snow Removal and Ice Control".

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Bidder shall execute and deliver to the Owner the Snow Removal and Ice Control Agreement for the Chippendale Subdivision attached hereto (properly completed in accordance with said Bid) and all other Contract Documents and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Bidder and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed this ____ day of _____, 20____.

Bidder (L.S.)

Surety

BY: _____

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Departments' most current list (Circular 570 as amended), must hold certificates of authority as acceptable sureties (31CFR223), and be authorized to transact business in the state where the project is located.

**** SUBMIT WITH PROPOSAL ****

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE**

FAITHFUL PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto the Village of Barrington, Illinois in the full and just sum of _____ Dollars (\$_____) lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract, dated the ____ day of _____, A.D., 20____, with the Village of Barrington, Illinois for _____ in accordance with the Contract Documents prepared by the Village or its agents, which Contract is by reference made a part thereof, and is hereinafter referred to as "the Contract".

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures, or equipment furnished for the purpose of performing the work provided in said Contract, and shall defend, indemnify and save harmless the Village of Barrington, Illinois, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said Specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said Contract, and shall repair and/or replace any damage caused by the Contractor and/or its employees and/or agents, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20 ____.

Contractor-Principal (SEAL)

BY: _____
(If Individual or Firm)

ATTEST: (SEAL)

(If Corporation)

ATTEST: (SEAL)

(Surety)

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE
REQUEST FOR PROPOSALS**

NOTICE OF AWARD

Project Description: Snow Removal and Ice Control Service, Chippendale Subdivision

The Owner has considered the Proposals received on _____, 20____, for the above described work in response to its Request for Proposals, and has rendered a decision relative to the Award, favorable to your firm.

You are hereby notified that your Proposals for snow removal and ice control service for the Chippendale Subdivision has been accepted in the amount of \$_____.

You are required by the Contract Documents to execute the Chippendale Subdivision Snow Removal and Ice Control Service Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner shall be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____

OWNER: Village of Barrington, Illinois

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby by acknowledged by
_____ this _____ day of _____, 20____.

By: _____

Title: _____

**VILLAGE OF BARRINGTON
CHIPPENDALE SUBDIVISION
SNOW REMOVAL AND ICE CONTROL SERVICE
REQUEST FOR PROPOSALS**

NOTICE TO PROCEED

PROJECT: Snow Removal and Ice Control Service, Chippendale Subdivision

Dear _____

You are hereby notified to commence work in accordance with the Snow Removal and Ice Control Service Agreement for the Chippendale Subdivision dated _____, 20____ on or before _____, 20____.

All work must be completed as provided by the Contract Documents.

VILLAGE OF BARRINGTON,
Owner

BY: _____

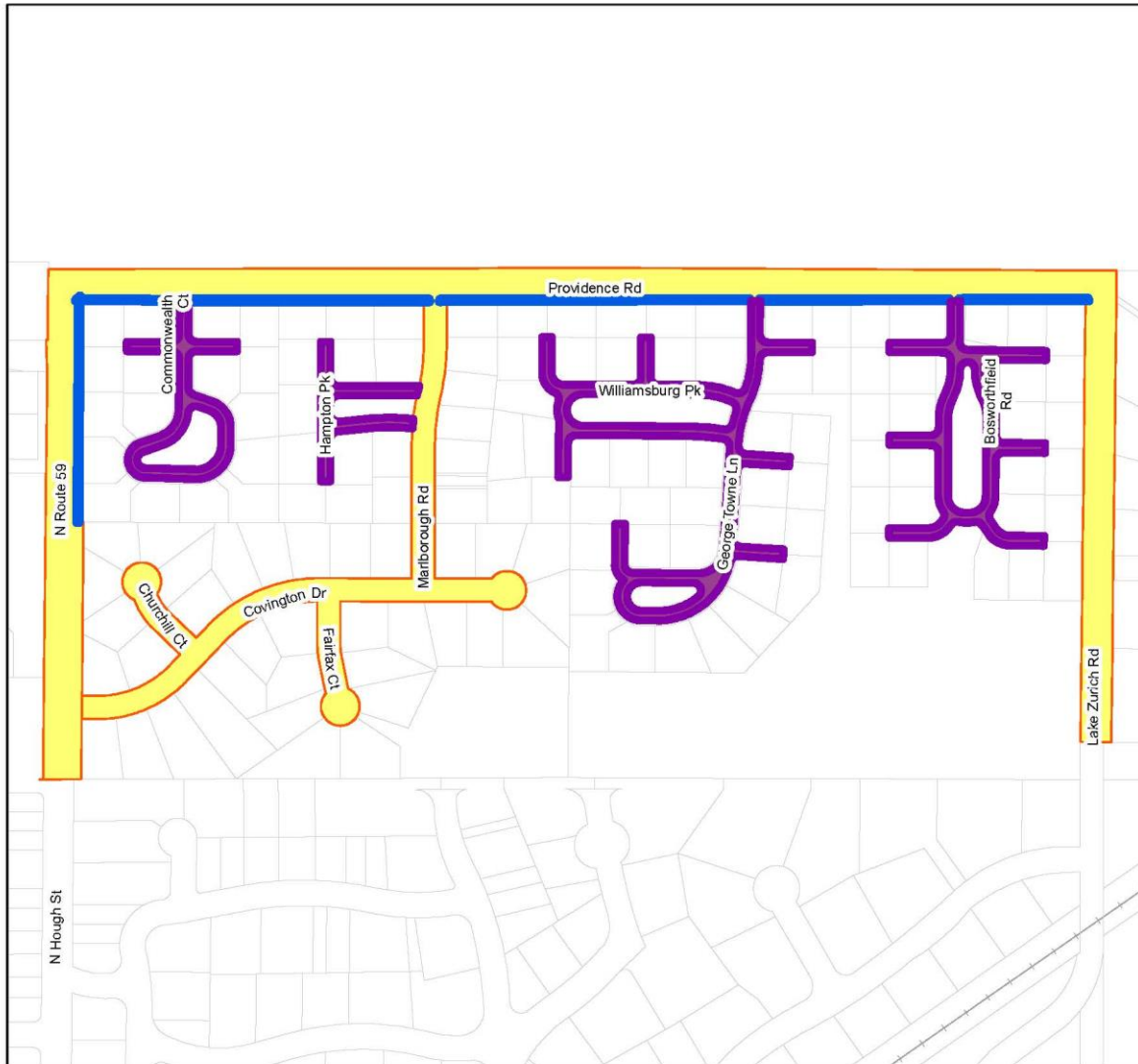
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by
_____, this _____ day of _____, 20____.

By: _____

Title: _____



VILLAGE OF BARRINGTON
 a great place to live, work and play

Exhibit - A
Chippendale Subdivision

Village Hall - 200 South Hough Street
 Barrington, IL 60010-4399
 Phone: 847-304-3400
 Hours: Mon - Fri: 8:00 - 4:30
 www.barrington-il.gov

Legend:

- Village Streets*
- Contract Streets
- Contract Sidewalks

* Not part of this contract

Scale: 0, 150, 300 Feet

Projection: State Plane (Illinois East)
Map Units: Feet
Source: VOB GIS, Cook Co., Lake Co.
Date: 1/21/2015

Disclaimer of Liability:
 GIS maps and related data contained therein ("maps and data") made available by the Village of Barrington are intended for reference purposes only. The Village provides such maps and data AS IS without any implied or expressed warranties as to its accuracy and completeness. Such maps and data are believed to be accurate, but accuracy is not in any way guaranteed and modifications are made to such maps and data on an ongoing basis as new information becomes available. Any use and/or application of such maps and data is done solely at the user's own risk.